

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

CHARLES L. GRIMES and	:	CIVIL ACTION
JANE GILLESPIE GRIMES,	:	
Plaintiffs,	:	
	:	
v.	:	
	:	
NORTHWEST AIRLINES, INC.,	:	
Defendant.	:	NO. 98-CV-4794

**MEMORANDUM AND ORDER**

**J. M. KELLY, J.**

**JULY 22, 1999**

Presently before the Court is Defendant Northwest Airlines, Incorporated's Motion in Limine. The Court recently granted this motion, but subsequently received Plaintiff's response. In view of Defendant's lack of objection to the Court's consideration of Plaintiff's response, the Court will vacate its earlier Order granting Defendant's motion. As the Court previewed in that Order, however, Defendant's position is well supported by the applicable law, and for that reason the Court will grant Defendant's motion.

Defendant moves to exclude certain damages testimony Plaintiffs propose to offer. Specifically, Plaintiffs allege the injuries Mr. Grimes suffered due to Defendant's conduct left him unable to fly for a period of four months, during which time the opportunity to make investment decisions passed. As Plaintiffs see it, if Mr. Grimes had completed the flight on which he allegedly was injured, he would have been able to visit the facility of a company in which he already invested. He would have made critical observations, based on which he would have delayed purchasing preferred stock, and would have sold his common stock, later repurchasing it at a far lower price. These transactions, all frustrated by Defendant's actions,

would have yielded Plaintiffs over \$1.3 million.<sup>1</sup>

Defendant argues this testimony is far too speculative to be presented to a jury, and the Court agrees. Parties may not present speculative damages testimony to a jury, Blanche Road Corp. v. Bensalem Township, 57 F.3d 253, 265 (3d Cir.), cert. denied, 516 U.S. 915 (1995), but damages are not speculative merely because the amount cannot be determined with certainty. Rather, damages are speculative only if the uncertainty surrounding them relates to whether they actually exist. Id.; see also Pashak v. Barish, 450 A.2d 67, 69 (Pa. Super. Ct. 1982). The damages claimed here hardly could be more speculative; Plaintiffs' claim is no more grounded in factual reality than if they claimed Defendants delayed Mr. Grimes from visiting a coffee shop that sold a winning lottery ticket at approximately the same time he would have been there. Plaintiffs' theory rests entirely on the assumption that Mr. Grimes would have learned the critical information on his visit, but Plaintiffs point to nothing allowing even an inference that this discovery would have occurred. Plaintiffs' damages theory therefore is an untenable blend of supposition and hope, inappropriate for presentation to the jury. Defendant's motion is granted.

An Order follows.

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<sup>1</sup>Plaintiffs fail to explain why Mr. Grimes was unable to avail himself of other investigatory means during this four month period.

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Defendant.	:	NO. 98-CV-4794

**ORDER**

AND NOW, this 22nd day of July, 1999, upon consideration of Defendant Northwest Airlines, Incorporated's Motion in Limine (Document No. 29), and Plaintiffs Charles and Jane Grimes' response thereto, it is hereby **ORDERED**:

1. The Court's Order of July 15, 1999, is **VACATED**; and
2. Defendant's Motion in Limine (Document No. 29) is **GRANTED**.

BY THE COURT:

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JAMES McGIRR KELLY, J.